



## STATE OF ARKANSAS

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## Term Contract

Vendor No. 100051323  
Contact SHELLY DUGGER  
Your reference SP-06-0329

SYSCO FOOD SERVICES OF ARKANSAS INC  
PO Box 194060  
LITTLE ROCK AR 72209

Contract No. 4600011384  
Date 08/03/2006

Contact Howard Nesmith  
Telephone 501-371-6055  
Fax 501-324-9311

Our ref. ST  
Incoterms FOB  
DESTINATION

Send Invoice To:

AS SPECIFIED ON AGENCY'S PURCHASE  
ORDER

Ship To:

SYSCO FOOD SERVICES OF ARKANSAS INC  
5800 FROZEN RD  
LITTLE ROCK AR 72219

Valid from: 08/04/2006  
Valid to: 06/30/2008

REFERENCE TRACKING NUMBER: SP-06-0329  
COMMODITY: GROCERIES  
CONTRACT TYPE: TERM (OUTLINE AGREEMENT)

CONTRACT PERIOD: AUGUST 4, 2006 through JUNE 30, 2008

\* \* \* ZONE ONE AWARD \* \* \*

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT YOUR AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

VENDOR NAME: Sysco Food Service  
VENDOR PHONE #: 501-562-4111  
VENDOR FAX # 501-562-1092  
VENDOR E-MAIL ADDRESS: dugger.shelly@ar.sysco.com  
FEDERAL ID#: 73-1576314

F.O.B.: AS SPECIFIED BY AGENCY PURCHASE ORDER

## SUMMARY REPORTS

Awarded vendors will be required to issue a summary report on purchases made by item number, brand, zone, pack/size, quantity, and agencies. This report must be sent to the Office of State Procurement by October 1, 2007 to cover orders placed during the first 12 months of this contract.

## GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

  
Purchasing Official/Fiscal Officer

8/4/06  
Date



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A second report, covering orders for the second period of this contract, will be required by October 1, 2008, after contract expiration. Both reports should be sent to the attention of Howard Nesmith, Buyer.

### MANDATORY USAGE

This contract is mandatory for the agencies listed in this document and it shall be up to the successful contractors to extend cooperative participation to other state agencies not listed.

### QUANTITIES:

Quantities represented herein are estimates only for one (1) year and should not be construed as maximum or minimum requirements. Quantities are accurate to the best of our ability, but do not represent a minimum or maximum requirement. User agency population fluctuations may effect the total requirements for each line item.

### SPECIFICATIONS:

Agency receiving personnel shall check all products when delivered and notify the Office of State Procurement, Attn: Howard Nesmith, Buyer if they do not conform to specifications. Arrangements may be made for a State or Federal Inspector to examine the product to verify nonconformance.

Drain weights, minimum weights for the items listed shall conform to those specified in the applicable current federal standard for grade for the product.

**PRIVATE LABEL PRODUCTS WILL NOT BE ACCEPTED WHEN SPECIFIC BRANDS HAVE BEEN REQUESTED. PACKER BRAND IS NOT ACCEPTABLE AS SPECIFYING BRAND NAME.**

No distressed or salvaged food will be accepted.

All products delivered shall be from the latest season's pack. All products will be delivered in first-class condition. No damaged cans or bags will be accepted. Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

### SHELF LIFE OF FOOD:

SIX MONTHS - Powdered milk, dried fruit and vegetables and crackers.

ONE YEAR - Canned condensed meat and vegetable soups, canned fruits, fruit juice and canned vegetables, peanut butter, jelly, nuts.

All other items must have a 60-day shelf life from the time of delivery.

### AUTHORIZATION FOR SHIPMENT:

Purchase order from the using agency will authorize shipment. Orders from the agency shall be placed with the vendor seven (7) days prior to the specified delivery date.

### PACKAGING/TRANSPORTING:

Products delivered shall be processed and packed in accordance with good commercial practice and shall

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conform to all applicable standards promulgated under the Federal Food, Drug and Cosmetic Act in effect at time of shipment.

Shipping cases shall be plainly marked on one end describing name and brand of product, quantity and weight of cartons.

### DELIVERY:

DELIVERY IS F.O.B. DESTINATION PREPAID FREIGHT - INSIDE DELIVERY WITH SEVEN (7) CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER OR AS SPECIFIED ON AGENCY PURCHASE ORDER TO VARIOUS FOB POINTS AS LISTED IN BID.

All transportation expenses will be the responsibility of the contractor.

### DELIVERY REQUIREMENTS:

The contractor shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized order. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency.

Some agency's have special limitations as to truck size, delivery dock and material handling capabilities that must be adhered to. Such special instructions will be indicated on the agency's purchase order. Actual examples of limitations include but are not limited to: Southeast Arkansas Community Corrections, Pine Bluff, AR has no delivery dock; Omega Center, Malvern, AR can not accept trucks larger than 48 foot; Arkansas School for the Blind, Little Rock, AR has no delivery dock, inside delivery location below ground level with very limited usage of elevator.

"Working days" shall be defined as Monday thru Friday of each week exclusive of all official State holidays.

All deliveries must be coordinated with the state agency. Vendors unable to make scheduled deliveries for any reason shall notify recipient agency in advance (preferably 24 hours, if possible) of delivery schedule problems.

All purchase orders received on the last day of the contract must be shipped at the contract price.

Any item listed herein that is not delivered in a timely manner or when delivered does not conform to the requirements of the purchase order, may be purchased on the open market by the using agency. The contract vendor may be charged for any product cost incurred by the state that is in excess of the contracted price.

Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

### REIMBURSEMENT FOR DAMAGED (UNUSABLE) PRODUCTS:

All returns, such as dented cans, broken cases or unusable product shall be picked up by the vendor within thirty days. After thirty days the agency may discard product. If replacement or credit is not made within thirty (30) days the credit will be deducted from the vendor's unpaid invoice.

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### PRICE ESCALATION:

For the initial contract all prices quoted shall be firm through October 31, 2006.

It should be noted that item(s) price decrease will be expected and accepted at any time during the contract period.

During the term of this contract the opportunity for item(s) price increases will be made available once every 4 months. The vendor must submit a written request for price increases during the time frame as outlined below for their effectiveness date to the Office of State Procurement, Attn: Howard Nesmith, Buyer.

For price changes effective November 1, 2006 through February 28, 2007 requests must be submitted between October 1, 2006 through October 15, 2006.

For price changes effective March 1, 2007 through June 30, 2007 requests must be submitted between February 1, 2007 through February 15, 2007.

For price changes effective July 1, 2007 through October 31, 2007 requests must be submitted between June 1, 2007 through June 15, 2007.

For price changes effective November 1, 2007 through February 28, 2008 requests must be submitted between October 1, 2007 through October 15, 2007.

For price changes effective March 1, 2008 through June 30, 2008 requests must be submitted between February 1, 2008 through February 15, 2008.

Written price increase requests shall be supported by documentary evidence, including manufacturer/broker discounts and charge backs to justify the increase. National commodity pricing and futures provided by independent and industry accepted market report can also be used when documentation includes the bid opening date as a base period. Price increases will be limited to the actual dollar increase per case incurred by the awarded contractor from their supplier or manufacturer. Invoices including manufacturer/broker rebates, discounts and charge backs, both prior and current to date of request, must be submitted to support your price adjustment request.

In the event of a State or National Emergency, Natural Disaster, Weather Phenomenon, State or Federal Executive Order price increase requests will be considered.

Note: Vendors shall not delay or stop deliveries pending price changes. Price changes will be effective on items with an order date after the effectiveness date. The order date is the date of the State issued purchase order to the vendor. Items that have an order date prior to the newest effectiveness date will be invoiced at the current effective price on the date of the purchase order regardless of when delivery is accepted.

The State reserves the right to reject any price adjustment request within 30 days of the request. No further requests for item price increase adjustment shall be considered. If the price change is not acceptable due to any reason, price will then be negotiated with the Office of State Procurement.

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Should the Office of State Procurement refuse to grant a price escalation the Vendor may withdraw a line item bid if the continuance of providing such item is detrimental to the company's operations. In the event a line item is withdrawn, it will remain withdrawn for the full term of this contract. In the event an item being withdrawn is part of an "All or None" grouping the entire grouping may be withdrawn from the requesting Vendor. The Office of State Procurement reserves the right to determine if allowing the Vendor to continue supplying the remaining "All or None" grouping is in the best interest of the State.

### THE AGENCIES ARE AS FOLLOWS:

#### ZONE 1

Arkansas Department of Correction  
Warehouse Dist.  
7600 Correction Circle  
Pine Bluff, AR 71601

Arkansas Health Center  
6701 Hwy 67  
Benton, AR 72015

Human Development Center  
Alexander Unit  
Alexander, AR 72002

School for the Blind  
2600 W. Markham  
Little Rock, AR 72205

School for the Deaf  
2400 W. Markham  
Little Rock, AR 72205

Human Development Center  
Conway Unit  
Siebenmorgan Road  
Conway, AR 72032

Hot Springs Rehab. Center  
105 Reserve  
Hot Springs, AR 71902

Southeast Arkansas  
Community Correction Ctr.  
7301 West 13th  
Pine Bluff, AR 71602

Central Arkansas

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Community Correction Ctr.  
4823 West 7th  
Little Rock, AR 72204

Omega Center  
104 Walco Lane  
Malvern, AR 72104

ZONE 2  
Human Development Center  
Booneville Unit  
Hwy. 116 South  
Booneville, AR 72927

ZONE 3  
Human Development Center  
4701 Colony Drive  
Jonesboro, AR 72401

Northeast Arkansas  
Community Correction Center  
1351 Cyro Road  
Osceola, AR 72370

ZONE 4  
Human Development Center  
Warren Unit  
#1 Center Circle  
Warren, AR 71671

ZONE 5  
Human Development Center  
Arkadelphia Unit  
Hwy. 390 (Caddo Valley)  
Arkadelphia, AR 71923

Arkansas Law Enforcement  
Training Academy  
East Camden, AR 71701

Southwest Arkansas  
Community Correction Center  
506 Walnut

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Texarkana, AR 71854				
Item	Material/Description	Target QtyUM	Unit Price	Amount
0010	10124620 Food, Baby, Apples, Strained, 4 - 4.5 oz Heinz, 24/4 oz	100 Case	10.92	\$ 1,092.00
0020	10124621 Food, Baby, Bananas, Strained, 4 - 4.5 o Heinz, 24/4 oz	100 Case	10.92	\$ 1,092.00
0030	10124622 Food, Baby, Peaches, Strained, 4 - 4.5 o Heinz, 24/4 oz	100 Case	10.92	\$ 1,092.00
0040	10124623 Food, Baby, Pears, Strained, 4 - 4.5 oz Heinz, 24/4 oz	100 Case	10.92	\$ 1,092.00
0050	10124624 Food, Baby, Beef, Strained, 2.5 - 3.5 oz Heinz, 24/2.5 oz	50 Case	14.90	\$ 745.00
0060	10124625 Food, Baby, Carrots, Strained, 4 - 4.5 o Heinz, 24/4 oz	25 Case	10.92	\$ 273.00
0070	10124626 Food, Baby, Chicken, Strained, 2.5 - 3.5 Heinz, 24/2.5 oz	50 Case	14.90	\$ 745.00
0080	10124627 Food, Baby, Corn , Strained, 3 - 4.5 oz Gerber, 24/4.5 oz, (No Sweet Potato as additive)	1 Case	13.88	\$ 13.88
0090	10124628 Food, Baby, Green Beans, Strained, 4 - 4 Heinz, 24/4 oz	50 Case	10.92	\$ 546.00
0100	10124629 Food, Baby, Ham, Strained, 2.5 - 3.5 oz Gerber, 12/2.5 oz	50 Case	10.72	\$ 536.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0110	10124630 Food, Baby, Peas, Strained, 4 - 4.5 oz Heinz, 24/4 oz	1 Case	10.92	\$ 10.92
0120	10124631 Food, Baby, Squash, Strained, 4 - 4.5 oz Heinz, 24/4 oz	25 Case	10.92	\$ 273.00
0130	10124632 Food, Baby, Sweet Potatoes, Strained, Heinz, 24/4 oz	1 Case	10.92	\$ 10.92
0140	10124633 Food, Baby, Veal, Strained, 2.5 - 3.5 oz Gerber, 12/2.5 oz	1 Case	14.00	\$ 14.00
0150	10124634 Beverage, Base, Pre-Sweetened, Assorted Kool-Aid, 12/5.5 oz, Six (6) each: Cherry, Grape, Tropical Punch, Lemonade.	1,012 Case	28.00	\$ 28,336.00
0160	10124636 Beverage, Base, Colorless, Assorted Kool-Aid, 288/2 qt	166 Case	63.40	\$ 10,524.40
0170	10124637 Beverage, Base, Assorted Flavors, Kool-Aid, 12/2 qt, Cherry, Grape, Tropical Punch, Orange, Peach, Lemonade.	760 Case	33.00	\$ 25,080.00
0180	10124638 Beverage, Base, Assorted Flavors, 72 oz Kool-Aid, 4/72 ct	38 Case	63.40	\$ 2,409.20
0190	10124639 Beverage, Power Mix, Gatorade, Assorted Gatorade, 32/21 oz	21 Case	76.85	\$ 1,613.85
0200	10124640 Beverage, Power Mix, Gatorade, Lemon- Gatorade, 32/21 oz	40 Case	76.85	\$ 3,074.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0210	10124648 Cocoa, Mix, Hot, Individual Packets Citavo, 6/50ct, 1 oz	78 Case	31.00	\$ 2,418.00
0220	10124649 Breakfast, Instant, Individual Packets, Carnation, 6/10 ct, 12/6 oz, Chocolate, Vanilla & Strawberry	210 Case	21.40	\$ 4,494.00
0230	10124650 Coffee, Drip Grind, Cans or Vacuum Bags, Folgers or Maxwell House, 6/39 oz	5,000 pound, US	3.30	\$ 16,500.00
0240	10124651 Coffee, Decaffeinated, Ground, Vacuum - Folgers or Maxwell House, 6/39 oz	1,407 pound, US	3.73	\$ 5,248.11
0250	10124654 Coffee, Instant, Decaffeinated, 6 - 12 o Maxwell House, 12/8 oz	1 pound, US	8.42	\$ 8.42
0260	10124655 Coffee, Packets, Bun-O-Matic, 0.9 - 2 oz Folgers or Maxwell House, 160/9 oz oz	6 Case	70.66	\$ 423.96
0270	10124656 Coffee, Drip Grind, Vacuum Pack Tins, 39 Folgers or Maxwell House, 6/39 oz	74 Case	47.78	\$ 3,535.72
0280	10124657 Creamer, Coffee, Powder, Individual Non- Coffee Mate, 1/1000 pkg	318 Case	19.78	\$ 6,290.04
0290	10124658 Creamer, Coffee, Non-Dairy, 6 - 12 oz Coffee Mate, 12/11 oz	33 Case	12.16	\$ 401.28
0300	10124659 Tea, Instant, Individuals, 3 - 6.75 oz Price Saver, 12/3 oz	102 Case	22.01	\$ 2,245.02
0310	10124660 Tea, Instant, Individuals, Decaffeinated	1 Case	35.95	\$ 35.95

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Lipton, 12/3 oz			
0320	10124661 Tea, Bags, Decaffinated, 1 oz S & D, 48/1 oz	480 Case	12.80	\$ 6,144.00
0330	10124662 Tea, Bags, Orange Pekoe & Black Fancy, S & D, 96/1 oz	443 Case	9.00	\$ 3,987.00
0340	10124663 Tea, Bags, Orange Pekoe & Black Fancy, 3 House Recipe, 32/3 oz	330 Case	19.60	\$ 6,468.00
0350	10124665 Beverage, Gatorade, Assorted Flavors, 18 Gatorade, 24/20 oz	91 Case	14.65	\$ 1,333.15
0360	10124666 Beverage, Gatorade, Lemon Lime, 18 - 24 Gatorade, 24/20 oz	100 Case	14.65	\$ 1,465.00
0370	10124667 Beverage, Gatorade, Assorted Flavors, 30 Gatorade, 12/32 oz	1,001 Case	12.90	\$ 12,912.90
0380	10124668 Beverage, Gatorade, Lemon Lime, 30 - 36 Gatorade, 12/32 oz	570 Case	12.90	\$ 7,353.00
0390	10124669 Beverage, Juice, Apple, Pop Top, 5.5 - 6 Sahara Burst, 48/5.5 oz, Not Refrigerated, MUST BE 100% JUICE	312 Case	12.72	\$ 3,968.64
0400	10124670 Beverage, Juice, Grape, Pop Top, 5.5 - 6 Sahara Burst, 48/5.5 oz, Not Refrigerated, MUST BE 100% JUICE	36 Case	13.84	\$ 498.24
0410	10124671 Beverage, Juice, Orange, Pop Top, 5.5 - Sahara Burst, 48/5.5 oz, Not Refrigerated, MUST BE 100% JUICE	632 Case	14.32	\$ 9,050.24

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0420	10124672 Beverage, Juice, Pineapple, Pop Top, 5.5 Sahara Burst, 48/5.5 oz, Not Refrigerated, MUST BE 100% JUICE	32 Case	13.30	\$ 425.60
0430	10124673 Beverage, Juice, Tomato Juice, Pop Top, Sahara Burst, 48/5.5 oz, Not Refrigerated, MUST BE 100% JUICE	102 Case	13.39	\$ 1,365.78
0440	10124674 Beverage, Juice Vegetable Blend Pop Top V8, 48/5.5 oz	102 Case	20.00	\$ 2,040.00
0450	10124675 Beverage, Juice, Hawaiian Punch, Cartons Hawaiin Punch, 27/6.75	10 Case	7.48	\$ 74.80
0460	10124692 Juice, Lemon, Reconstituted, Individuals PPI, 500/1/8 oz	22 Case	10.69	\$ 235.18
0470	10124694 Cereal, Rice, Cream of, 24 - 30 oz Nabisco, 12/28 oz	113 Case	36.94	\$ 4,174.22
0480	10124696 Cereal, Wheat, Cream of, 24 - 30 oz Hospitality, 12/42 oz, Quick-Cooking	206 Case	12.04	\$ 2,480.24
0490	10124719 Butter, Peanut, Individual, 0.50 - 2 oz House Recipe, 200/.5 oz	71 Case	18.16	\$ 1,289.36
0500	10124720 Butter, Peanut, 12 - 18 oz House Recipe, 12/18 oz	2 Case	19.69	\$ 39.38
0510	10124726 Syrup, Waffle, Maple Flavored, 32 oz Price Saver, 12/1 qt	52 Case	13.90	\$ 722.80
0520	10124727 Syrup, White, Karo, 32 oz	73 Case	24.89	\$ 1,816.97

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Karo, 6/32 oz			
0530	10124728 Mustard, Individual, 5.5 grams PPI, 200/5.5 grams	4,838 Case	1.45	\$ 7,015.10
0540	10124729 Salad Dressing, Individual, 12 grams PPI, 200/12 grams	3,987 Case	3.03	\$ 12,080.61
0550	10124730 Salad Dressing, French, Individual, 12 g Heinz, 200/12 grams	558 Case	7.05	\$ 3,933.90
0560	10124731 Salad Dressing, Italian, Individual, 12 Heinz, 200/12 grams	163 Case	6.48	\$ 1,056.24
0570	10124732 Salad Dressing, Ranch, Individual, 12 gr Heinz, 200/12 grams	116 Case	7.76	\$ 900.16
0580	10124733 Salad Dressing, Thousand Island Heinz, 200/12 grams	71 Case	7.83	\$ 555.93
0590	10124734 Tarter Sauce, Individual, 12 grams PPI, 200/12 grams	33 Case	3.79	\$ 125.07
0600	10124735 Tomato Catsup, Individual, 9 grams PPI, 200/9 grams	207 Case	2.38	\$ 492.66
0610	10124737 Mustard, 8 - 14 oz Heinz, 12/8 oz	144 Case	8.10	\$ 1,166.40
0620	10124738 Dressing, Salad, Italian, 10 - 18 oz Kraft, 12/8 oz	4 Case	15.39	\$ 61.56

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
0630	10124739 Dressing, Salad, 10 - 18 oz Miracle Whip, 12/18 oz	1	Case	30.54	\$ 30.54
0640	10124740 Dressing, Salad, Miracle Whip, 32 oz Miracle Whip, 12/1 qt	153	Case	44.42	\$ 6,796.26
0650	10124741 Dressing, Salad, Miracle Whip, 1 gal Kraft, 4/1 gal	2,153	Case	31.16	\$ 67,087.48
0660	10124742 Mayonnaise, Lite, Cholesterol Free, Kraft, 4/1 gal	58	Case	29.08	\$ 1,686.64
0670	10124743 Mayonnaise, 1 gal Kraft, 4/1 gal	480	Case	25.96	\$ 12,460.80
0680	10124744 Mustard, 1 gal Frenches, 4/1 gal	2,836	Case	14.30	\$ 40,554.80
0690	10124745 Dressing, Salad, 1 gal Kraft, 4/1 gal	4,825	Case	30.83	\$ 148,754.75
0700	10124746 Dressing, Salad, Coleslaw, 1 gal Kraft, 4/1 gal	20	Case	28.93	\$ 578.60
0710	10124747 Dressing, Salad, French, 1 gal Kraft, 4/1 gal	97	Case	26.04	\$ 2,525.88
0720	10124748 Dressing, Salad, Italian, 1 gal Kraft, 4/1 gal	80	Case	26.32	\$ 2,105.60
0730	10124749 Dressing, Salad, Ranch, 1 gal	152	Case	30.00	\$ 4,560.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Kraft, 4/1 gal			
0740	10124750 Dressing, Salad, Russian, 1 gal Kraft, 4/1 gal	21 Case	27.05	\$ 568.05
0750	10124751 Dressing, Salad, Thousand Island, 1 gal Kraft, 4/1 gal	56 Case	26.45	\$ 1,481.20
0760	10124753 Catsup, Tomato, #10 Heinz, 6/#10	2,985 Case	15.94	\$ 47,580.90
0770	10124754 sauce,A1,5 oz A1, 24/5 oz	22 Case	37.70	\$ 829.40
0780	10124755 Sauce, AuJus, 4 - 8 oz Aujus, 12/8 oz	1 Case	20.96	\$ 20.96
0790	10124760 Sauce, Chili, # 10 Heinz, 6/#10	40 Case	23.35	\$ 934.00
0800	10124762 Sauce, Chop Suey, 5 oz Kikkoman, 24/5 oz	1 Case	11.95	\$ 11.95
0810	10124763 Sauce, Enchilada, 128 - 138 oz Casasolana, 4/1 gal	25 Case	24.35	\$ 608.75
0820	10124764 Sauce, Heinze 57, 5 oz Heinz, 24/5 oz	24 Case	35.90	\$ 861.60
0830	10124766 Sauce, Hot, Louisiana, 5 - 6 oz Louisiana, 24/6 oz, Louisiana Hot Sauce Only	200 Case	13.10	\$ 2,620.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
0840	10124769 Sauce, Picante', Ready To Serve, 1 gal Casasolana, 4/1 gal	145 Case	27.86	\$ 4,039.70
0850	10124770 Sauce, Spaghetti, #10 Hunts, 6/#10	163 Case	25.75	\$ 4,197.25
0860	10124771 Sauce, Steak, 5 oz Lea & Perrin, 24/5 oz	4 Case	31.74	\$ 126.96
0870	10124772 Sauce, Sweet And Sour, 50 - 64 oz LaChoy, 1 gal	33 Case	12.82	\$ 423.06
0880	10124773 Sauce, Tabasco, 2 oz McIlenny, 24/2 oz	27 Case	24.50	\$ 661.50
0890	10124781 Olives, Black, Pitted, Whole, #10 Sysco, 6/#10	107 Case	35.00	\$ 3,745.00
0900	10124782 Olives, Black, Sliced, #10 Sysco, 6/#10	72 Case	31.60	\$ 2,275.20
0910	10124783 Olives, Green, Pitted, Whole, #10 Sysco, 4/1 gal	4 Case	37.30	\$ 149.20
0920	10124784 Olives, Green, Sliced, #10 Sysco, 4/1 gal	17 Case	40.04	\$ 680.68
0930	10124785 Peppers, Pickled, Jalapeno, #10 Sysco, 6/#10	46 Case	22.23	\$ 1,022.58
0940	10124786 Peppers, Pickled, Red, #10	1 Case	24.96	\$ 24.96

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	Sysco, 4/1 gal			
0950	10124787 Peppers, Red, Diced, #10 Dunbar, 6/#10	74 Case	34.80	\$ 2,575.20
0960	10124788 Pickles, Slices, Cucumber, Sweet, #10 Heinz, 6/#10 (Bread And Butter)	31 Case	22.06	\$ 683.86
0970	10124817 Potatoes, Dehydrated, Scalloped, 28 - 36 Sysco, 6/36 oz	221 Case	34.20	\$ 7,558.20
0980	10124818 Potatoes, Scalloped, Classic Casserole, Sysco, 6/2.25 lbs	12 Case	33.75	\$ 405.00
0990	10124819 Potatoes, Dehydrated,Slices, White, 5 lb Sysco, 4/5 lbs	1 Case	39.35	\$ 39.35
1000	10124833 Beef Stew, #10 Sysco, 6/#10	226 Case	50.20	\$ 11,345.20
1010	10124837 Soup, Chicken & Rice, 7 - 8 oz Campbell, 24/7.14 oz	1 Case	13.19	\$ 13.19
1020	10124838 Soup, Chicken Noodle, 7 - 8 oz Campbell, 24/7.14 oz	17 Case	13.13	\$ 223.21
1030	10124839 Soup, Cream Of Chicken, 7 - 8 oz Campbell, 24/7.14 oz	2 Case	14.24	\$ 28.48
1040	10124840 Soup, Potato, 7 - 8 oz Campbell, 24/10.75 oz	1 Case	26.79	\$ 26.79

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Item	Material/Description	Target QtyUM	Unit Price	Amount
1050	10124841 Soup, Tomato, 7 - 8 oz Campbell, 24/7.14 oz	2 Case	13.19	\$ 26.38
1060	10124842 Soup, Vegetable, 7 - 8 oz Campbell, 24/7.14 oz	32 Case	14.14	\$ 452.48
1070	10124843 Soup, Vegetable Beef, 7 - 8 oz Campbell, 24/7.14 oz	38 Case	15.22	\$ 578.36
1080	10124844 Soup, Chicken Noodle, Individual, 9 - 10 Campbell, 48/10 oz	11 Case	44.28	\$ 487.08
1090	10124845 Soup, Chicken & Rice, 48 - 52 oz Heinz, 12/50 oz	4 Case	28.84	\$ 115.36
1100	10124846 Soup, Chicken Noodle, 48 - 52 oz Heinz, 12/50 oz	188 Case	22.39	\$ 4,209.32
1110	10124847 Soup, Cream Of Celery, 48 - 52 oz Heinz, 12/50 oz	171 Case	22.39	\$ 3,828.69
1120	10124848 Soup, Cream Of Chicken, 48 - 52 oz Heinz, 12/50 oz	347 Case	25.62	\$ 8,890.14
1130	10124849 Soup, Cream Of Mushroom, 48 - 52 oz Heinz, 12/50 oz	588 Case	24.29	\$ 14,282.52
1140	10124850 Soup, Potato, 48 - 52 oz Campbell, 12/50 oz	1 Case	39.24	\$ 39.24
1150	10124851 Soup, Tomato, 48 - 52 oz	328 Case	19.30	\$ 6,330.40

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Heinz, 12/50 oz			
1160	10124852 Soup, Vegetable, 48 - 52 oz Heinz, 12/50 oz	68 Case	25.65	\$ 1,744.20
1170	10124853 Soup, Vegetable Beef, 48 - 52 oz Heinz, 12/50 oz	17 Case	38.06	\$ 647.02
1180	10124854 Vegetables, Canned, Beets, Sliced, Medium Price Saver, 24/15 oz, Us Grade A	100 Case	10.78	\$ 1,078.00
1190	10124855 Vegetables, Canned, Corn, Golden, Whole Price Saver, 24/15.25 oz, Us Grade A	250 Case	10.98	\$ 2,745.00
1200	10124856 Vegetables, Canned, Mushrooms, Pieces & Sysco, 24/16 oz, Us Grade A	40 Case	34.70	\$ 1,388.00
1210	10124857 Vegetables, Canned, Mushrooms, Pieces & Sysco, 24/16 oz, Us Grade A	44 Case	34.70	\$ 1,526.80
1220	10124858 Vegetables, Canned, Pimientos, Pieces, Dunbar, 24/28 oz, Us Grade A	40 Case	56.00	\$ 2,240.00
1230	10124916 Canned, Chicken, Boned Sysco, 12/50 oz	256 Case	73.69	\$ 18,864.64
1240	10124917 Canned, Chili Con Carne, W/Beans Sysco, 6/#10	110 Case	38.25	\$ 4,207.50
1250	10124918 Canned, Chili Con Carne, W/O Beans Castleberry/Bryan, 6/#10	6,787 Case	36.95	\$ 250,779.65

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
1260	10124919 Canned, Chili, Without Beans Shurfine, 24/15 oz	150	Case	26.22	\$ 3,933.00
1270	10124920 Canned, Corn Beef Hash Castleberry, 6/#10	6,500	Case	35.69	\$ 231,985.00
1280	10124922 Canned, Dumplings, With Chicken Sweet Sue, 12/48 oz	242	Case	29.42	\$ 7,119.64
1290	10124924 Canned, Seafood, Tuna, Water Packed Shurfine, 48/6 oz	350	Case	26.25	\$ 9,187.50
1300	10124946 Canned, Fruit, Applesauce Armour, 24/12 oz	5	Case	27.96	\$ 139.80
1310	10124928 Sausage, Vienna, Whole, All Meat Armour, 48/5 oz (Chicken Unacceptable)	32	Case	30.94	\$ 990.08
1320	10124929 Canned, Ravioli, Beef In Tomato & Meat Chef Boyardee, 6/#10	357	Case	25.16	\$ 8,982.12
1330	10124930 Canned, Fruit, Apples, Sliced, In Light Lucky Leaf, 12/20 oz	100	Case	20.18	\$ 2,018.00
1340	10124931 Canned, Fruit, Applesauce, Light Syrup Sysco, 24/303	100	Case	16.45	\$ 1,645.00
1350	10124933 Canned, Fruit, Cranberry Sauce, Jellied Sysco, 24/303, US Grade A	1	Case	19.95	\$ 19.95
1360	10124934 Canned, Fruit, Cocktail In Light Syrup,	5	Case	16.96	\$ 84.80

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Sahara Burst, 48/4 oz			
1370	10124935 Canned, Fruit, Cocktail, Light Syrup Price Saver, 24/2.5 oz	150 Case	22.48	\$ 3,372.00
1380	10124936 Canned, Fruit, Grapefruit, Sections Sysco, 12/46 oz	16 Case	27.63	\$ 442.08
1390	10124938 Canned Fruit, Peaches, Yellow Cling Slice Shurfine, 24/2.5 oz, US Grade A	150 Case	17.56	\$ 2,634.00
1400	10124939 Canned, Fruit, Pear, Halves, Bartlett, Light Shurfine, 24/2.5 oz, US Grade A	250 Case	21.44	\$ 5,360.00
1410	10124940 Canned, Fruit, Pineapple, Sliced, Light Dole, 24/20 oz, US Grade B	200 Case	27.56	\$ 5,512.00
1420	10124941 Cranberry Sauce, Individual Ocean Spray, 200/ 1/2 oz	28 Case	16.50	\$ 462.00
1430	10124964 Fruits, Dried, Prunes, Whole, Pitted Sunsweet, 6/#10	16 Case	89.79	\$ 1,436.64
1440	10124967 Fruits, Dried, Raisins Sysco, 24/15 oz	42 Case	30.38	\$ 1,275.96
1450	10124968 Fruits, Dried, Raisins, Individuals BOG, 6/1 1/2 oz /bx 24 pks/cs	72 Case	21.95	\$ 1,580.40
1460	10124973 Sauce, Apple, Cinnamon or Regular Musselman, 72/4 oz	30 Case	24.28	\$ 728.40

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Item	Material/Description	Target Qty	UM	Unit Price	Amount
1470	10124979 Puddings, Butterscotch, Individual Hunts, 48/5 oz	100	Case	15.96	\$ 1,596.00
1480	10124980 Puddings, Chocolate, Individual Handi Pak, 48/5 oz	170	Case	12.50	\$ 2,125.00
1490	10124981 Puddings, Lemon, Individual Hunts, 48/5 oz	14	Case	15.96	\$ 223.44
1500	10124982 Puddings, Vanilla, Individual Handi Pak, 48/5 oz	65	Case	12.50	\$ 812.50
1510	10124988 Crackers, Cheese Ritz, 48/1.5 oz	53	Case	15.19	\$ 805.07
1520	10124989 Crackers, Cheese on Cheese Austin, 120/4 ct	1	Case	13.90	\$ 13.90
1530	10124990 Crackers, Peanut Butter Austin, 120/4 ct	36	Case	13.90	\$ 500.40
1540	10124992 Cookies, Grahams Keebler, 150/1 oz	12	Case	25.68	\$ 308.16
1550	10125001 Crackers, Club, Salad Crackers Sunshine, 300/2 pkg	86	Case	12.45	\$ 1,070.70
1560	10125002 Crackers, Assortment Keebler, 25/cs, each case contains 6 sleeves each of Rye w/Caraway and Poppy Seed, Quesito, Canape Wheat Rounds with Sesame Seeds and Crisp Bix (a Ritz like cracker).	25	Case	22.06	\$ 551.50

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Item	Material/Description	Target QtyUM	Unit Price	Amount
1570	10125003 Crackers, Ritz Town House, 30/4 oz	6 Case	23.45	\$ 140.70
1580	10125004 Crackers, Graham, Meal Keebler, 10 lbs	90 Case	10.79	\$ 971.10
1590	10125005 Crackers, Graham, High Fiber Keebler, 3 pkg	365 Case	16.99	\$ 6,201.35
1600	10125006 Crackers, Graham, Individual House Recipe, 2 per package, 200/2 ct	84 Case	10.75	\$ 903.00
1610	10125007 Crackers, Graham, Milk and Honey Keebler, 30/5.33 oz	117 Case	20.66	\$ 2,417.22
1620	10125008 Crackers, Soda, Salt Free, Fat Free Keebler, 300 pkg	150 Case	17.65	\$ 2,647.50
1630	10125009 Crackers, Soda, Salted Keebler, 300 pkg	59 Case	7.25	\$ 427.75
1640	10125010 Crackers, Soda, Salted, Multi-Pack Sunshine, 32/4 oz	176 Case	14.30	\$ 2,516.80
1650	10125011 Crackers, Wheat, Wheatsworth Wheatsworth, Stone Ground Wheat, Individual Packages, 8 lbs	18 Case	23.96	\$ 431.28
1660	10125012 Bakery Mix, Dessert, Dry, Angel Food General Mills, 12/16 oz	23 Case	32.73	\$ 752.79
1670	10125013 Bakery Mix, Dessert, Dry, Banana Nut	7 Case	35.87	\$ 251.09

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	General Mills, 6/5 lbs			
1680	10125014 Bakery Mix, Dessert, Dry, Brownie Mix General Mills, 6/6 lbs	122 Case	50.84	\$ 6,202.48
1690	10125015 Bakery Mix, Dessert, Dry, Carrot Cake General Mills, 6/4.96 lbs	3 Case	52.25	\$ 156.75
1700	10125016 Bakery Mix, Dessert, Dry, Cheese Cake Hospitality, 6/4 lbs	50 Case	32.95	\$ 1,647.50
1710	10125017 Bakery Mix, Dessert, Dry, Cherry General Mills, 6/5 lbs	7 Case	45.68	\$ 319.76
1720	10125018 Bakery Mix, Dessert, Dry, Devils Food General Mills, 6/5 lbs	1 Case	46.22	\$ 46.22
1730	10125019 Bakery Mix, Dessert, Dry Duncan Hines, 12/18.5 oz	96 Case	20.78	\$ 1,994.88
1740	10125020 Bakery Mix, Dessert, Dry, Gingerbread General Mills, 6/5 lbs	1 Case	44.08	\$ 44.08
1750	10125021 Bakery Mix, Dessert, Dry, Lemon General Mills, 6/5 lbs	1 Case	45.68	\$ 45.68
1760	10125022 Bakery Mix, Dessert, Dry, Lemon Duncan Hines, 12/18.5 oz	35 Case	20.78	\$ 727.30
1770	10125023 Bakery Mix, Dessert, Dry, Orange Pillsbury, 6/5 lbs	6 Case	56.78	\$ 340.68

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Item	Material/Description	Target QtyUM	Unit Price	Amount
1780	10125024 Bakery Mix, Dessert, Dry, Spice General Mills, 6/5 lbs	2 Case	45.68	\$ 91.36
1790	10125025 Bakery Mix, Dessert, Dry General Mills, 6/5 lbs	272 Case	45.68	\$ 12,424.96
1800	10125026 Bakery Mix, Dessert, Dry, White Duncan Hines, 12/18.5 oz	62 Case	20.78	\$ 1,288.36
1810	10125027 Bakery Mix, Dessert, Dry, Yellow General Mills, 6/5 lbs	12 Case	45.68	\$ 548.16
1820	10125028 Bakery Mix, Dessert, Dry, Yellow Duncan Hines, 12/18.5 oz	68 Case	20.78	\$ 1,413.04
1830	10125029 Bakery Mix, Dessert, Dry, Cheese Cake Jello, 12/11.5 oz, NON-COOK ONLY	109 Case	23.45	\$ 2,556.05
1840	10125034 Butter, Substitute, Butter Flavor Butter Bud, 24/4 oz	16 Case	29.40	\$ 470.40
1850	10125035 Butter, Substitute, Plain Flavor, Molly McButter, 6/5.5 oz	1 Case	22.47	\$ 22.47
1860	10125036 Chocolate, Chips, Semi-Sweet, Real Hershey, 12/12 oz	163 Case	23.75	\$ 3,871.25
1870	10125039 Coconut, Shred, Fancy, Sweetened Bakers Classic, 10 lbs	69 Case	12.55	\$ 865.95
1880	10125049 Milk, Evaporated, #10	950 Case	27.96	\$ 26,562.00

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Sysco, 6/#10			
1890	10125050 Milk, Evaporated, 12 - 16 oz Sysco, 24/12 oz	28 Case	14.65	\$ 410.20
1900	10125067 Smoke, Liquid Sysco, 1 qt	89 Case	3.88	\$ 345.32
1910	10125068 Marshmallows, White, Regular Sysco, 12/1 lb	6 Case	13.23	\$ 79.38
1920	10125069 Marshmallows, White, Tiny Hospitality, 12/1 lb	169 Case	10.10	\$ 1,706.90
1930	10125074 Sugar, Cane, Granulated, Individuals Sysco, 3000/1/6 oz	150 Case	13.68	\$ 2,052.00
1940	10125075 Sweetener, Equal, Individuals Equal, 2000/ct	244 Case	25.27	\$ 6,165.88
1950	10125076 Sweetener, Splenda, Individuals Splenda, 2000/ct	117 Case	25.34	\$ 2,964.78
1960	10125077 Sweetener, Sweet & Low, Individuals Sweet & Low, 3/1000 ct	40 Case	20.85	\$ 834.00
1970	10125085 Sweetener, Sugarless, Liquid, 1 gal Fasweet, 4/1 gal	600 Case	25.50	\$ 15,300.00
1980	10125088 Gravy, Color, 32 oz Kitchen Bouquet, 12/qt	150 Case	64.23	\$ 9,634.50

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Item	Material/Description	Target QtyUM	Unit Price	Amount
1990	10125089 Topping, Dream Whip, Mix, 6 - 12 oz Dream Whip, 12/10.8 oz	58 Case	34.44	\$ 1,997.52
2000	10125090 Topping, Dream Whip, Mix, 12 - 16 oz Dream Whip, 12/10.8 oz	77 Case	34.44	\$ 2,651.88
2010	10125091 Coating, Pan, Aerosol, 9 - 16 oz Pam, 6/17 oz	162 Case	24.19	\$ 3,918.78
2020	10125092 Coating, Pan, Aerosol, 16 - 24 oz Pam, 6/17 oz	12 Case	24.19	\$ 290.28
2030	10125110 Coating, Pan, Pump Only, 9 - 16 oz Pam, 6/15.5 oz	6 Case	21.77	\$ 130.62
2040	10125111 Shortening, All Vegetable 2 - 5 lbs Crisco, 12/3 lbs	483 Case	38.62	\$ 18,653.46
2050	10125115 Oil, Vegetable, Pure, 32 oz Shurfine, 12/1 qt	100 Case	19.25	\$ 1,925.00
2060	10125155 Diabetic, Cake Mix, Yellow General Mills, 6/5 lbs	3 pound, US	47.69	\$ 143.07
2070	10125156 Diabetic, Cake Mix, Chocolate, Lo-Na-Fat General Mills, 6/5 lbs	3 Case	51.53	\$ 154.59
2080	10125157 Dietetic Foods, Applesauce, 3 - 5 oz Sahara Burst, 72/4 oz, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	16 Case	20.75	\$ 332.00

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2090	10125158 Dietetic Foods, Beets, Sliced, #303 Sysco, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	1 Case	21.00	\$ 21.00
2100	10125159 Dietetic Foods, Fruit Cocktail Sysco, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	5 Case	19.95	\$ 99.75
2110	10125160 Dietetic Foods, Green Beans, Cut Blue Libby, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	1 Case	11.75	\$ 11.75
2120	10125161 Dietetic Foods, Peach Slices Sysco, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	5 Case	19.69	\$ 98.45
2130	10125162 Dietetic Foods, Pear Halves Sysco, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	64 Case	19.96	\$ 1,277.44
2140	10125163 Dietetic Foods, Peas, Green Libby, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	1 Case	12.40	\$ 12.40
2150	10125164 Dietetic Foods, Pineapple Slices Dole, 24/#2, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	1 Case	26.96	\$ 26.96

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Item	Material/Description	Target QtyUM	Unit Price	Amount
2160	10125165 Dietetic Foods, Tomatoes Sysco, 24/303, Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That The Products Are The Dietetic Type.	1 Case	13.59	\$ 13.59
2170	10125166 Dietetic Foods, Fish, Tuna Sysco, 24/6.5 oz	1 Case	22.75	\$ 22.75
2180	10125168 Dietetic Foods, Mayonnaise, L/Fat Kraft, 200/ 1/2 oz	20 Case	11.75	\$ 235.00
2190	10125169 Dietetic Foods, Powder Type Sysco, 18/2.75 oz, Dessert Gelatin, Assorted Flavors to include but not limited to strawberry, cherry, raspberry, strawberrybanana, blueberry, orange, green apple, lime, lemon, watermelon, peach, etc., Presweetened W/Nutra Sweet, D-Zerta, Or Splenda. Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate that the Products are the Dietetic Type. Items Yield Must Be Listed.	118 Case	44.40	\$ 5,239.20
2200	10125170 Dietetic Foods, Pudding Sysco, 12/5 oz, Pudding, Instant, Flavors: Chocolate, Lemon & Vanilla, 1.3 oz, Nutra Sweet Only. Must Meet Federal Specifications for Product. Dietetic Foods Shall be Without Salt or Sugar Added. Labels Shall Indicate That the Products are The Dietetic Type.	66 Case	16.10	\$ 1,062.60
2210	10125172 Dietetic Foods, Syrup, Individuals Cary, 100/1 oz, , Contain Nutra-Sweet - No Sugar - Not Low Calorie Syrup.	412 Case	16.75	\$ 6,901.00
2220	10125189 Salad Dressing, French, Low Cal Heinz, 60/1.5 oz	1 Case	11.99	\$ 11.99

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2230	10125190 Salad Dressing, Italian, Low Cal Heinz, 60/1.5 oz	1 Case	11.08	\$ 11.08
2240	10125191 Salad Dressing, Thousand Island, Low Cal Heinz, 60/1.5 oz	1 Case	12.00	\$ 12.00
2250	10125192 Salad Dressing, Dry Mix, Ranch, Low Fat Hidden Valley, 12/3.2 oz	4 Case	28.02	\$ 112.08
2260	10125193 Soup, Chicken Noodle, Low Sodium Campbell, 24/7 1/4 oz, Ready To Serve	1 Case	14.65	\$ 14.65
2270	10125194 Soup, Cream Of Mushroom, Low Sodium Campbell, 24/7 1/4 oz, Ready To Serve	1 Case	13.99	\$ 13.99
2280	10125195 Soup, Tomato, Low Sodium Campbell, 24/7 1/4 oz, Ready To Serve	1 Case	13.74	\$ 13.74
2290	10125196 Soup, Vegetable, Low Sodium Campbell, 24/7 3/4 oz, Ready To Serve	8 Case	14.22	\$ 113.76
2300	10125205 Tea, Beef, Individual Smither, 200/ 1/3 oz	2 Case	33.10	\$ 66.20
2310	10125206 Tea, Chicken Smither, 200/ 1/3 oz	2 Case	33.10	\$ 66.20
2320	10125207 Tea, Smooth Move, Individual Smither, 200/ 1/3 oz	1 Case	33.10	\$ 33.10
2330	10125208 Bacon, Crumbles, Imitation	16 Case	12.36	\$ 197.76

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## Term Contract

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Your reference SP-06-0329

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Item	Material/Description	Target QtyUM	Unit Price	Amount
	Sysco, 12/1 lb			
2340	10125209 Cheese, Parmesan, Grated Sysco, 1 lb	153 Case	3.73	\$ 570.69
2350	10125210 Pecans, Pieces Ellis, 5 lbs	314 Case	24.55	\$ 7,708.70
2360	10125211 Popcorn, Yellow, Hull-Less Jack Rabbit, 24/1 lb	12 Case	10.98	\$ 131.76
2370	10125212 Potatoe, Shoestring, Snack Stacks Butterfield, 6/#10	22 Case	14.45	\$ 317.90
2380	10125213 Shells, Taco, Corn, Round, Deep Fried Mission, 200/bx	50 Case	7.25	\$ 362.50
2390	10125215 Vinegar, Distilled, White Shurfine, 1 qt	606 Case	0.69	\$ 418.14

## OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model

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and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.

7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.

8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

10. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14. INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

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**15.STATE PROPERTY:** Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

**16.ASSIGNMENT:** This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

**17.OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

**18.LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

**19.QUANTITIES:** The state may order more or less than the estimated quantity in the invitation for bid.

**20.DISCLOSURE:** Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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cc: Joe Giddis